

RFA Number 06-02140537

**New York State Department of Health
Office of Health Systems Management
Division of Home and Community Based Care**

**Request for Applications
Enhancing Abilities and Life Experience Program (ENABLE)**

Questions Due: May 12, 2006

Applications Due: June 30, 2006

Anticipated Award Notification: November 1, 2006

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New York State Department of Health
Division of Home and Community Based Care
161 Delaware Avenue
Delmar, New York 12054

**Request for Applications
Enhancing Abilities and Life Experience Program (ENABLE)**

Table of Contents

- I. Introduction**
- II. Who May Apply**
- III. ENABLE Program Description**
- IV. Application Content and Requirements**
- V. Application Process**
 - A. Questions and Answers
 - B. Application Due Date
- VI. Application Review Criteria and Selection Process**
 - A. Elimination of Applications Prior to Evaluation
 - B. Evaluation and Scoring Criteria
 - C. Funding Formula
- VII. Administrative Requirements**
 - A. Issuing Agency
 - B. Reserved Rights
 - C. Term of Contract
 - D. Payment and Reporting Requirements
 - E. Applicant Notifications
 - F. Appendices

ATTACHMENTS

- Attachment 1: Application Cover Page
- Attachment 2: Table of Contents
- Attachment 3: Budget Cost Sheet
- Attachment 4: Budget Narrative
- Attachment 5: Resident Council Agreement
- Attachment 6: Resident Council Meeting Minutes
- Attachment 7: Resident Petition in Support
- Attachment 8: Sub-Contractor Letter of Support Form
- Attachment 9: Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
- Attachment 10: Sample Grant Contract “Boilerplate”
- Attachment 11: Vendor Responsibility Questionnaire

Request for Applications Enhancing Abilities and Life Experience Program (ENABLE)

I. Introduction

The Division of Home and Community Based Care is responsible for the certification, licensure and regulation of three types of adult care facilities: adult homes (AHs), enriched housing programs (EHPs), and residences for adults (RAs) in New York. It is also responsible for administering the Enhancing Abilities and Life Experience (ENABLE) program. The ENABLE program, created in 2005, provides funds to facilities to develop innovative methods to improve independence and quality of life for their residents. The grants awarded under the 2005 competition are underway and the Department anticipates that the outcomes of these projects will provide the basis for future policy decisions regarding the services and programs for residents of adult care facilities. Through this Request for Applications (RFA), the Division is soliciting applications from AHs, EHPs and RAs for funds to improve quality of life and independence for their residents. At least \$2 million will be awarded to successful applicants under this RFA. Awards for the one-year projects are capped at \$100,000 per project.

The population of residents in New York's 503 adult care facilities is diverse. It ranges from elderly residents in their late 80s to younger adults with psychiatric disabilities. Their goals for improving their independence and quality of life are equally diverse. Elderly persons may view independence as improving their ability to perform activities of daily living, such as bathing, dressing and grooming, without human assistance, or improving their physical strength and range of motion to minimize the chance of falls and injuries, or learning to use a computer to stay connected to family and friends. An individual with a psychiatric disability may view improving quality of life and independence as having opportunities to learn or improve the skills needed to live more independently. Such skills could include budgeting money, shopping, meal planning, managing medications or participating in events or activities in the community. Applicants may propose projects that address these or other areas with the goal of improving residents' independence and quality of life.

II. Who May Apply

Entities eligible to apply for ENABLE funds are limited to AHs, EHPs and RAs licensed by the NYS Department of Health pursuant to Article 7 of the Social Services Law and Title 18 of the New York Codes, Rules and Regulations. Entities not so licensed are not eligible to apply. Applicants may subcontract with organizations that are not AHs, EHPs or RAs and share project funds with them, but the grant applicant must be the AH, EHP or RA. The following definitions of these Article 7 licensed facilities may help you determine if your organization is eligible to apply for an ENABLE grant.

An adult home is established and operated for the purpose of providing long-term residential care, room, board, housekeeping, personal care and supervision to five or more adults unrelated to the operator. Adult homes may be operated by a natural person, a partnership, a not-for-profit corporation, a public corporation, a non-publicly traded business corporation or a limited liability company.

An enriched housing program is established and operated for the purpose of providing long-term residential care to five or more adults, primarily persons sixty-five years of age or

older, in community-integrated settings resembling independent housing units. The program provides or arranges for the provision of room, board, housekeeping, personal care and supervision. Enriched housing programs may be operated by a natural person, a partnership, a not-for-profit corporation, a public corporation, a non-publicly traded business corporation or a limited liability company.

A residence for adults is established and operated for the purpose of providing long-term residential care, room, board, housekeeping and supervision to five or more adults, unrelated to the operator.

III. ENABLE Program Description

The ENABLE program is an opportunity for AH, EHP and RA operators to offer a variety of supportive services to improve residents' quality of life and empower them to become more independent and integrated into their community be it through independent living skills training, increased opportunities to participate in community activities and social opportunities, maintaining memory or engaging in supervised activity to improve physical condition and reduce falls or injuries. The program is intended to fund projects which could be replicated in other adult care facilities.

This RFA represents the second year of ENABLE funding and is currently funding 34 projects throughout the state. Some of these projects are described below in order to illustrate the wide variety of projects that can be funded. These are examples only. The Division is encouraging new and innovative proposals, keeping in mind that the project must aim to improve quality of life for residents while empowering them to become as independent as possible.

Wholeness and Wellness Program for Elderly Residents

This program's goals and activities to accomplish the goals are:

- **Improve Physical Functioning:** Create a comprehensive physical activity program to stress the importance of compliance with medication regimens and changing nutritional intake in relation to physical activity while incorporating self-empowerment and self-advocacy for all residents.
- **Maintain Memory:** The principles of cognitive retraining rely on working with the individual to identify changes in his/her behavior and activities of daily living that will assist them in compensating for diminished cognitive function. Persons with memory loss or mild dementia are generally aware of their cognitive problems, frequently frustrated by the changes and at a loss for how to deal with them. Cognitive retraining uses evidence-based rehabilitation adaptive techniques to maintain memory, including choosing the "best time of the day" for more difficult tasks, organizing living space so objects and items remain in familiar places and understanding the effects of stress, anxiety, fatigue and depression on the thought process.
- **Improve Emotional Health:** Improve emotional health through socialization with a focus on goal setting, problem solving, adopting a hopeful and optimistic attitude and overcoming depression and changes in life situations.

- Measure the Effectiveness of the Program: Through a subcontract with an area university, the grantee will assess the effectiveness of the physical and mental health interventions using a reliable geriatric research assessment instrument developed by the university.

Improving Socialization, Communication and Wellness Skills of Residents

This program is designed to improve the level of functioning and independence of residents, many of whom have a background of homelessness, substance abuse and/or mental illness and the personal experiences that accompany these issues. The program's goals include the following:

- Developing the social skills necessary to relate to others more easily on a one-to-one basis and in a group setting;
- Educating the resident regarding the larger community and its resources and fostering the development of technical and emotional skills to make interactions with the larger community successful;
- Promoting resident's understanding of the physical changes and challenges related to those of his/her age group; and
- Assessing the resident's level of functioning in order to develop a plan that specifies individual goals and the plan to achieve those goals. A quarterly plan review will monitor individual's progress.

Falls Prevention

Falls remain the leading cause of hospitalization among the elderly in NY. According to the NYS Department of Health, Bureau of Injury Prevention, 42,846 people aged 65+ were hospitalized due to unintentional falls from 2001 to 2003. The average length of hospital stay was 8.2 days. The objective of the falls prevention program is to reduce the number of falls at the facility. Program components are:

- Assessment of residents to establish physical and emotional baselines,
- Education and training for staff, residents and their families;
- Risk management whereby a risk management team meets weekly to review all residents who have fallen during that time to identify the cause and develop preventive strategies; and
- Programming that includes physical therapy, activities and nutrition education focused on falls prevention.

Independent Living Skills Training

This adult home serves residents with psychiatric disabilities. The objective of its program is to provide independent living skills training to prepare residents to live in a supported housing setting and increase their ability to succeed in this type of housing. The program provides for:

- Converting storage space into a skills training space to include kitchen and laundry appliances and other items which would allow for intensive on-site training including meal planning, cooking, laundry and cleaning;
- Hiring three half-time case managers to work with residents throughout the day and evening to provide the independent living skills training mentioned above and work with residents regarding, money management, shopping, navigating public transportation, medication management, and interpersonal skills; and
- Developing baseline and post skills training evaluation tools to identify each resident's baseline skill level and measure the change in skill level following the program.

Incorporating Aerobic Exercise as a Component in Mental Health Rehabilitation and Recovery

This project is based on research showing a positive relationship between improved physical condition and wellness, and rehabilitation and recovery programs, for individuals with a psychiatric disability. These individuals are at higher risk for health-related problems, which increase the physical, emotional and social difficulties they experience. The study described here examined the impact of aerobic exercise programs for adults with chronic psychiatric disabilities on their physical health, ability to manage symptoms and recovery from chronic mental illness.⁽¹⁾

Thirty-seven adults with severe psychiatric disabilities participated in a structured aerobic exercise program that met three times a week for 30 minutes over 15 - 20 weeks. In the study population, 37% had a diagnosis of bipolar disorder, 30% had schizophrenia and 33% had personality disorders. Eighty percent of participants used psychotropic medications. Five psychological and physiological assessments were conducted over time to measure changes in these two areas.

Findings were that when people with severe mental illness exercise regularly, they experience significant improvement in depression, self-esteem, mood and fitness levels. This suggests that improving physical fitness can contribute positively to both rehabilitation and recovery from severe mental disability by not only improving physical health but also by strengthening confidence, competence and control over one's body and life.

IV. Application Content and Requirements

Applications must be typed or word-processed; handwritten applications will be rejected without review. The narrative section of the application may not exceed 20 double-spaced pages. Pages in excess of 20 will not be considered in the scoring process. No smaller than 10 pitch font may be used.

¹Hutchinson, D., Skrinar, G., & Cross, C. (1999). *The Role of Improved Physical Fitness in Rehabilitation and Recovery [Electronic version]*. *Psychiatric Rehabilitation Journal*, 22, 355-359.

Some of the content described below is required – applications that do not include it will be rejected without review. Required information is noted. Other information is not required but as it will be used to score applications on the technical review criteria, applicants are strongly encouraged to include it as its absence will result in a lower score.

Cover Page. Use Attachment 1. Do not alter it in any way. Applications that do not include a completed cover page will be rejected without review. Applications whose Cover Page does not include the signatures of the facility operator and, if applicable, the signature(s) of the Executive Director(s) of the not-for-profit organization(s) with which the applicant intends to contract, will be rejected without review.

Table of Contents. Use Attachment 2. Do not alter the order of the sections in any way. Applications that do not include this Table of Contents will be rejected without review. If the application includes any appendices or attachments not listed in the Table of Contents, they and their page numbers should be added to the Table of Contents after the sections that are already listed.

Narrative Proposal. Use this outline. Do not exceed 20 pages. Material in excess of 20 pages will not be considered in the scoring process:

- **Statement of Need.** Describe in detail the following:
 - The unmet need or problem that your project addresses and how your project addresses this unmet need or problem;
 - The criteria you used to identify this unmet need or problem;
 - Number of residents that will be included in the project, and how this number was determined;
 - Expected resident outcomes; and
 - How the expected resident outcomes will improve quality of life and independence for residents.
- **Project Description.** Describe in detail the following:
 - Project goals or objectives;
 - Proposed intervention, project or program;
 - Subcontractors, if any. State whether the subcontractor is a proprietary (for profit) or not for profit organization. If the subcontractor is a not for profit organization, describe this organization's experience and effectiveness conducting the work proposed to be subcontracted. If the applicant is a not for profit organization, state whether the subcontractor is a related party or affiliate; and
 - Project evaluation: how will you know whether your project has achieved its goals? How will you know whether the expected resident outcomes have been achieved? What tools will you use to measure resident outcomes?

Demographic Information. For the purpose of awarding preference points (see Section VI B), provide information on the following as of December 31, 2005. This information should be identical to the information reported on the 2005 ACF Annual Statistical Report:

- number of certified beds;
- number of residents (census);
- number of residents receiving Supplemental Security Income (SSI) and/or Safety Net payments; and
- percentage of census receiving SSI and/or Safety Net payments.

Project Staffing. Identify key project staff, including the project manager, if known. The project manager is the person with day-to-day responsibility for the project. Provide qualifications, background and/or experience for key project staff. Provide an organizational chart identifying the current staff structure and where in the organization the responsibility for the ENABLE project would lie.

Work Plan. List the major tasks that must be completed to plan and implement your project. Include tasks required to evaluate your project. Provide an estimated start and end date for task. Identify the specific individuals and organizations that are responsible for the task.

Resident Council Agreement. Use Attachment 5. Applications must include the Resident Council Agreement which documents that the Resident Council supports and agrees to the project proposed by the operator. The Agreement must be signed by the President of the Resident Council and the Operator. Applications from AHs and RAs that do not include the signed Resident Council Agreement will be rejected without review.

Resident Council Meeting Minutes. Use Attachment 6. Applications must include the minutes of the Resident Council meeting at which the ENABLE proposal was discussed. The minutes must be signed by the President of the Resident Council and the Operator. Applications from AHs and RAs that do not include the signed Resident Council Meeting Minutes will be rejected without review.

Resident Petition in Support. Use Attachment 7. EHPs are not required to have a formal Resident Council. For purposes of demonstrating that residents support the project, EHPs must complete and submit the Resident Petition in Support. Applications from EHPs that do not include the Resident Petition in Support will be rejected without review.

Subcontractor Letter of Support. Use Attachment 8. If a subcontractor(s) is proposed, include a letter from each subcontractor indicating that the subcontractor is supportive of the project and its goals and understands its own role and responsibilities. The subcontractor's Federal Employer Identification Number and whether the subcontractor is a for profit or not for profit organization must also be identified. Applications that do not include such letter from each subcontractor will be rejected without review.

HIPAA Compliance Policy and Procedure. Include your policy and procedure for ensuring adherence to HIPAA requirements. See Attachment 9 for HIPAA requirements.

Vendor Responsibility Questionnaire. The applicant and each proposed sub-contractor must complete a Vendor Responsibility Questionnaire prior to contracting with New York State. Attachment 11 is the Vendor Responsibility Questionnaire that must be completed.

Place the following information in a separately sealed envelope. Do not place any other information in this envelope. Label the envelope with the facility's name and address as it appears on your operating certificate, and the words "Financial Proposal". Applications in which the Budget/Cost Sheet and Budget Narrative are not submitted in a separate sealed envelope will be eliminated without review.

Budget/Cost Sheet. Use Attachment 3. Budgets may not exceed \$100,000. Applications whose budgets exceed \$100,000 will be eliminated and will not be funded. Budgets may include costs for project staff, equipment, supplies, travel, consultants and other non-personnel services costs. The budget should include only the necessary and reasonable costs needed to carry out the work plan. Applications that do not include such budget will be eliminated and are not eligible to be funded.

Budget Narrative. Use Attachment 4. Explain and justify each line item in the budget/cost sheet. For any current staff whose compensation will be charged to the project, explain how the percentage of time allocated to the project was determined. Applications that do not include such budget narrative will be eliminated and are not eligible to be funded.

V. Application Process

A. Questions and Answers

An applicant conference will not be held for this project. In lieu of a conference, there will be a question and answer period. All substantive questions should be submitted in writing to:

Dawn Crary
New York State Department of Health
Division of Home and Community Based Care
161 Delaware Avenue
Delmar, New York 12054
Fax: (518) 408-1636
e-mail: enable@health.state.ny.us

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until May 12, 2006. Questions and inquiries will not be accepted via telephone. Telephone callers will be requested to mail, fax or e-mail their questions to the addresses or fax number provided above. Written answers to all questions will be posted on the DOH website (www.health.state.ny.us) and on HPN on or before May 22, 2006.

Questions of a technical nature can be addressed in writing or via telephone by calling Ms. Crary at (518) 408-1638. Questions are of a technical nature if they are limited to **how** to prepare your application (e.g., format requirements) rather than relating to the substance of the application.

B. Application Due Date

Applications must be submitted to the address below by 4:00 PM on June 30, 2006. An original and five copies should be submitted. Applications submitted after this time and date will not be reviewed. Faxed or e-mailed applications will not be reviewed. Material submitted after the due date and time to be appended to material submitted by the due date and time, will not be

reviewed. It is the applicant's responsibility to ensure that its application is delivered to the address below by the deadline. The Department is not responsible for delays by carriers or delivery to addresses other than the one below. Late applications due to delay by the carrier will not be reviewed. Submit the original application and five copies to:

Dawn Crary
New York State Department of Health
Division of Home and Community Based Care
161 Delaware Avenue
Delmar, New York 12054

VI. Application Review Criteria and Selection Process

A. Elimination of Applications Prior to Evaluation

Department of Health staff will screen all applications submitted by the due date and eliminate from further consideration applications that:

- are, according to the information on the required Cover Page for the application, submitted by an applicant that is not an adult home, enriched housing program or residence for adults certified/licensed under Article 7 of the Social Services Law;
- do not include the Cover Page (Attachment 1) or, if the Cover Page is included, it does not include the signatures of the facility operator and, if applicable, the signature(s) of the Executive Director(s) of the not-for-profit organization(s) with which the applicant intends to contract;
- are handwritten or use smaller than 10 pitch font;
- do not include the Table of Contents (Attachment 2);
- if the applicant is an AH or RA, do not include a correctly completed Resident Council Agreement (Attachment 5) and Resident Council Meeting Minutes (Attachment 6);
- if the applicant is an EHP, do not include a correctly completed Resident Petition in Support (Attachment 7);
- do not include a Subcontractor Letter of Support for each subcontractor (Attachment 8); and/or
- do not include a separate sealed envelope with the budget and budget narrative.

Following the review and scoring of the technical component of each application, those with weighted technical scores of 40 or fewer points will be eliminated and will not be funded.

As the Resident Council Agreement includes the amount of funds requested, this information will be redacted prior to distribution of the applications for review and scoring.

B. Evaluation and Scoring Criteria

Overview

The technical component of each application will be reviewed and scored by a team comprised of two or three Department of Health and other state agency staff as deemed appropriate. Material in excess of 20 pages in the proposal narrative section will not be considered in the scoring process. The financial component will be reviewed by a separate two-member team.

The four technical criteria are worth 60 points; the financial criterion is worth 25 points. In addition, applications may receive up to 15 preference points. Thus the maximum score for an application is 100 points.

The evaluation and scoring process has two phases. In the first phase, applications will be scored on technical criteria and the technical scores will be weighted. Applications with weighted technical scores of 40 or fewer points will be eliminated and will not be funded. Eligibility for preference points for applications scoring 41 or more points will be determined. In the second phase, a financial score will be determined for each application. Weighted technical scores, preference points and financial scores will be summed for each application.

Applications will be assigned to geographical regions, and the highest scoring application in each region will be funded. Remaining applications will be rank ordered according to score without regard to region. Funding will be awarded beginning with the highest scoring application and continuing through the rank order list in descending order until all available funds have been awarded.

The following sections describe the review and scoring process in more detail.

Technical Component Review

The technical criteria are:

1. Statement of Need (Maximum Score: 15 points)
2. Program Description (Maximum Score: 15 points)
3. Work Plan (Maximum Score: 15 points)
4. Staffing (Maximum Score: 15 points)

The technical component of each application will be reviewed and scored first. Material in excess of 20 pages in the proposal narrative section will not be considered in the scoring process. The maximum raw score on technical criteria is 60 points. The raw technical score will be weighted using the formula $(a/b)(c)$ where a is the raw technical score of the application being scored, b is raw score of highest scoring application, and c is the maximum number of technical points available. Applications that score 40 or fewer weighted technical points will be eliminated and are not eligible to be funded. Applications that score 41 or more weighted technical points will proceed to the next stage of the review.

Preference Points

There are 15 preference points. Applications may receive five preference points for subcontracting with a not-for-profit organization and up to ten points for serving SSI/Safety Net residents.

Applications that propose a subcontract with a not for profit organization that has experience with, and is effective in doing, the work proposed to be subcontracted are eligible for five preference points. Eligibility for preference points for subcontracting with a not-for-profit entity will be determined as follows.

For purposes of determining eligibility for subcontractor preference points, a subcontractor is defined as an entity with which the applicant has subcontracted to provide services to residents for the duration of the ENABLE project. A subcontractor providing renovation or construction services necessary to meet the goals and objectives of the ENABLE project is not considered a subcontractor for purposes of awarding preference points.

Applicants who are not for profit entities that propose to subcontract with a related party or affiliate are not eligible for these preference points.

Applications that do not provide all of the above information on subcontractors are not eligible for subcontractor preference points. For example, a not for profit applicant that fails to state whether the subcontractor is a related party or affiliate is not eligible for these preference points.

As required by law, preference points will also be given to projects that serve residents receiving Supplemental Security Income (SSI)/Safety Net benefits. The demographic information provided in the technical component of the application will be used for this determination. Preference points will be awarded based on the percentage of total residents who are receiving SSI/Safety Net benefits:

% of SSI/Safety Net	Preference Points
1 - 50 percent	5
51 - 100 percent	10

The total number of preference points for the application will be added to its weighted technical score.

Financial Component Review

The financial review teams will open the envelopes with the budget and budget narrative for each application. Applications that do not include a budget and budget narrative as described above in Section IV will be eliminated and will not be funded. Any application whose budget exceeds \$100,000 will be eliminated and will not be funded. The financial score will be calculated with the formula $(a/b)(c)$ where:

- a is the cost per resident of the application with the lowest cost per resident;
- b is the application's cost per resident, i.e., the cost of the application being scored divided by the number of residents affected by the project; and
- c is the total number of cost points available, or 25.

The cost per resident will be calculated as follows. If the program is designed to serve all residents of the home, the number of residents affected will be the census of the home as of December 31, 2005 and reported on the ACF Annual Statistical Report. The number of residents affected should be one number (e.g., 50), not a range (e.g., 50-55). For example, a facility is proposing a community activities program that is open to all residents. The facility's certified capacity is 150. However, its census on December 31, 2005 as reported to the Department is 120. The number of residents affected is 120.

If the program is designed to serve a subset of the residents based on selection criteria developed by the applicant, the number of residents estimated to participate in the program is the number of residents affected. The number of residents affected should be one number (e.g., 50), not a range (e.g., 50-55). For example, a facility serving elderly residents is proposing a physical activity program. The current census is 100 elderly residents, 50 of whom are identified by the operator as being physically able to participate in the program. The number of residents affected is 50.

The financial review teams will calculate the cost score for each application. These points will be added to the weighted technical and preference points for the application, producing a final total score.

C. Funding Formula

At least \$2 million is available for the ENABLE program. Awards will be capped at \$100,000 per application. All applications eligible to be funded (i.e., those not eliminated for the reasons stated above) will be assigned to the appropriate DOH region (listed below) and the highest scoring application in each region will be funded. After the regional awards have been determined, the remaining applications will be rank ordered by score without regard to region. That is, all remaining applications will compete with each other regardless of region. Funding will be awarded beginning with the highest scoring application and continuing through the rank order list in descending order until all available funds have been awarded.

DOH REGIONS

Capital District Regional Office	Central New York Regional Office	Metropolitan Area Regional Office	Western Regional Office
Albany	Broome	Bronx	Alleghany
Clinton	Cayuga	Dutchess	Cattaraugus
Columbia	Chenango	Kings	Chautauqua
Delaware	Cortland	Nassau	Chemung
Essex	Herkimer	New York	Erie
Franklin	Jefferson	Orange	Genesee
Fulton	Lewis	Putnam	Livingston
Greene	Madison	Queens	Monroe
Hamilton	Oneida	Richmond	Niagara
Montgomery	Onondaga	Rockland	Ontario
Otsego	Oswego	Suffolk	Orleans
Rensselaer	St. Lawrence	Sullivan	Schuyler
Saratoga	Tioga	Ulster	Seneca
Schenectady	Tompkins	Westchester	Steuben
Schoharie			Wayne
Warren			Wyoming
Washington			Yates

If the dollar amount of the last application to be funded exceeds the amount of funds available, the applicant will be notified that available funds are less than that requested in the application. The applicant will be given an opportunity to reduce its budget to meet the lower funding amount. If the applicant declines this option, its application will not be funded. The option will be offered to the next highest scoring applicant.

Subsequent to the announcement of grant awards, applicants may request a debriefing from the Division staff. This debriefing will be limited to the positive and negative aspects of the subject application only.

VII. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health, Division of Home and Community Based Care. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.

4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Modify the detail specifications should no applications be received that meet all these requirements.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

C. Term of Contract

Contracts resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller. The contracts resulting from this RFA will be one-year contracts. However, the Department of Health may at its discretion and subject to approval from the Office of State Comptroller extend contracts beyond the one-year contract period contingent upon the availability of state funding. The approximate term of the contract is January 1, 2007 - December 31, 2007.

Attachment 10 is a sample grant contract.

D. Payment and Reporting Requirements

The State (NYS Department of Health) may, at its discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed 25 percent of the total grant award. Proprietary grant contractors are not eligible for advance payments.

The grant contractor shall submit quarterly vouchers and required reports of expenditures to the State's designated payment office:

New York State Department of Health
Division of Home and Community Based Care
161 Delaware Avenue
Delmar, New York 12054

Payment of such vouchers by the State (NYS Department of Health) shall be made in Accordance with Article XI-A of the New York State Finance Law, which can be accessed through the following website. <http://public.leginfo.state.ny.us/menugtf.cgi>. The Department will reimburse the contractor for incurred costs upon the timely submission of acceptable required reports and vouchers documenting the costs incurred during the time period of the voucher. The Department will not issue payment based on an Intent to Purchase. There are no exceptions.

When developing the application budget, applicants should take into consideration the requirement to first incur the cost, then submit the voucher to the Department for reimbursement and the impact this requirement may have on the applicant's budget and cash flow.

Contractors shall submit activity reports on a quarterly basis. The reports shall provide a detailed narrative of the activities undertaken by the contractor and subcontractor(s), if applicable, which either accomplish or move toward meeting the deliverables provided for in the grantee's contract. Contractors must also submit all payment and reports detailed in Appendix C of the final grant contract.

E. Applicant Notifications

1. By signing the "Cover Sheet" (Attachment 1) each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA. If applicant does not accept a certain condition or term, this must be clearly noted in a cover letter to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA. Attachment 10 is a sample grant contract.
 - b. In the event that the applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the applicant.
 - c. If, in the judgment of the Department of Health, the applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

F. Appendices

The following appendices will be incorporated into any contract(s) resulting from this Request for Application:

APPENDIX A	Standard Clauses for All New York State Contracts
APPENDIX A-1	Agency Specific Clauses
APPENDIX A-2	Program Specific Clauses
APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Workplan
APPENDIX H	Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
APPENDIX X	Contract amendment form.
APPENDIX E	<p>Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:</p> <ul style="list-style-type: none"> ▪ Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1: <ul style="list-style-type: none"> ▪ Certificate of Workers' Compensation Insurance, on the Workers' Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the Department of Health, Corning Tower Rm. 1315, Albany 12237-0016), or ▪ Affidavit Certifying That Compensation Has Been Secured, form SI-12 or WC/DB-100 or WC/DB-101, or ▪ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form WB/DB-100 or WC/DB-101, completed for workers' compensation; and ▪ Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2; <ul style="list-style-type: none"> ▪ Certificate of Insurance, form DB-120.1, or ▪ Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155 or

- Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form WC/DB-100 or WC/DB-101, completed for disability benefits insurance.

NOTE TO APPLICANTS: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should your agency receive an award.

ATTACHMENT 1

**Application Cover Sheet
ENABLE Program**

Name of Bidder: (name must be **IDENTICAL** to Operating Certificate name, including D/B/A if on the Operating Certificate): _____

Address: (address must be the address on the Operating Certificate):

County for above address: _____

Facility Operating Certificate Number: _____

☐

Adult Home

☐

Enriched Housing Program

☐

Residence for Adults

Federal Employer Identification Number: _____

Indicate whether you are a not-for-profit or for-profit entity.

☐

For Profit

☐

Not-for-Profit

Charities Registration Number: _____
(not- for-profit only)

Operator Name(s):

1. _____
2. _____
3. _____
4. _____

Contact Person: _____ Title: _____

Phone: _____ Fax: _____ E-mail: _____

Institutional Endorsement: This application has the full support and endorsement of the applicant's Administrator or Operator.

Name: _____ Title: _____

Signature: _____ Date: _____

If the applicant intends to subcontract with a not-for-profit organization, the Executive Director(s) of the organization must also attest that this application has his/her full support and endorsement.

Name: _____ Organization: _____

Signature: _____ Date: _____

ATTACHMENT 2
TABLE OF CONTENTS
ENABLE PROGRAM

- Application Cover Page
- Table of Contents
- Narrative
 - 1. Statement of Need
 - 2. Program Summary
- Demographic Information
- Project Staffing
- Workplan
- Resident Council Agreement - (AHs and RAs only)
- Resident Council Meeting Minutes – (AHs and RAs only)
- Resident Petition in Support – (EHPs only)
- Subcontractor Letter(s) of Support
- Vendor Responsibility Questionnaire for applicant, and for each sub-contractor
- Health Insurance and Portability and Accountability Act (HIPAA) Policies and Procedures

In separate sealed envelope:

- Budget/Cost Sheet
- Budget Narrative

ATTACHMENT 3**BUDGET/COST SHEET
ENABLE PROGRAM****Applicant's name (must be the same as on Operating Certificate):****Budget Period: Beginning on:** _____ **Ending on:** _____**PERSONNEL SERVICE**

Title/Function on the project	Name (if already employed by applicant)	Annual Salary	% Time Allocated to Project	Amount of Salary Charged to Budget	Fringe Benefits (specify rate:)
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
Total Salary and Fringes	XXXXXXXXXX	XXXX	XXXXX	\$	\$

Total Personnel Service (salary plus fringes): \$ _____**OTHER THAN PERSONNEL SERVICE**

Category:

Supplies	\$ _____
Travel	\$ _____
Telephone	\$ _____
Postage	\$ _____
Photocopy	\$ _____
Other Contractual Services (specify detail on separate pages)	\$ _____
Equipment	\$ _____
Other (specify)	\$ _____
Other (specify)	\$ _____

Total Other Than Personnel Service \$ _____**GRAND TOTAL** \$ _____**PLEASE CHECK ALL CALCULATIONS TO ENSURE ACCURACY.**

ATTACHMENT 4

**BUDGET NARRATIVE
ENABLE PROGRAM**

Name of Applicant: _____

ATTACHMENT 5

**RESIDENT COUNCIL AGREEMENT
ENABLE PROGRAM**

REQUIRED FOR ADULT HOMES AND RESIDENCES FOR ADULTS

**CERTIFICATION STATEMENT REGARDING RESIDENT COUNCIL
ENDORSEMENT**

(TO BE SIGNED BY CHAIRPERSON OR PRESIDENT OF THE RESIDENT COUNCIL
AND THE OPERATOR)

As President of the Resident Council at _____ (name of
residence), I certify that I am aware of and understand the project for which funding is
being requested. I have discussed this project with the members of the Resident
Council, and on behalf of the Residents, I agree with the project being proposed.

Amount of funding requested: _____

Purpose(s) of funding:

Name RESIDENT COUNCIL PRES. (Print)

Name OPERATOR (Print)

Name (Signature)

Name (Signature)

ATTACHMENT 5 – CONTINUED

The resident signatures below indicate support for the project for which the operator is requesting funding under the EnAbLE program. Additional resident signatures are optional.

RESIDENT NAME – PRINT	SIGNATURE
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ATTACHMENT 6

**RESIDENT COUNCIL MEETING MINUTES
ENABLE PROGRAM**

REQUIRED FOR ADULT HOMES AND RESIDENCES FOR ADULTS

MEETING DATE AND TIME:

NAMES OF THOSE IN ATTENDANCE:

MINUTES OF MEETING:

Name RESIDENT COUNCIL PRES. (Print)

Name (Signature)

Name OPERATOR (Print)

Name (Signature)

ATTACHMENT 7

**RESIDENT PETITION IN SUPPORT
ENABLE PROGRAM**

REQUIRED FOR ENRICHED HOUSING PROGRAMS

DESCRIPTION OF PROPOSAL: _____

AMOUNT REQUESTED: _____

RESIDENT NAME – PRINT

SIGNATURE

Attach additional sheet if necessary.

ATTACHMENT 8

SUBCONTRACTOR LETTER OF SUPPORT ENABLE PROGRAM

If the applicant proposes to use a subcontractor to carry out any or all services of the project, and the application does not include the Subcontractor Letter of Support the application will be eliminated from the competition without review. The application package must also include a letter of support signed by the Executive Director of the not-for-profit organization indicating that the subcontractor is supportive of the proposal, understands what is expected under this proposal and understands that the organization is held to the same standards as the contractor.

The letter should state:

- The subcontractor's Federal Employer Identification Number.
- Whether the sub-contractor is a not-for-profit or for-profit entity.

ATTACHMENT 9

Appendix H

Federal Health Insurance Portability and Accountability Act ("HIPAA") Business Associate Agreement ("Agreement")

I. Definitions:

- (a) A Business Associate shall mean the CONTRACTOR.
- (b) A Covered Program shall mean the STATE.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by

Covered Program, if the business associate has protected health information in a designated record set.

(h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.

(i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) The Business Associate agrees to provide to the Covered Program or an Individual, in a time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

(1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(2) Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a Business Associate through its activities under this contract with other information gained from other sources.

(3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Program

Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

- (a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in the Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) *Effect of Termination.*
 - (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of

subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is not possible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction not possible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not possible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not possible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

(a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

(b) The Business Associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's obligations under this Agreement.

VIII. Miscellaneous

(a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.

(d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.

(e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this Agreement is controlling.

(f) *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this Agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

ATTACHMENT 10 SAMPLE GRANT CONTRACT "BOILERPLATE"

STATE AGENCY (Name and Address): <hr/> CONTRACTOR (Name and Address): <hr/> FEDERAL TAX IDENTIFICATION NUMBER: MUNICIPALITY NO. (if applicable): CHARITIES REGISTRATION NUMBER: ____ - ____ - ____ or ____ () EXEMPT: (If EXEMPT, indicate basis for exemption): <hr/> CONTRACTOR HAS() HAS NOT() TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS. <hr/> CONTRACTOR IS() IS NOT() A SECTARIAN ENTITY CONTRACTOR IS() IS NOT() A NOT-FOR-PROFIT ORGANIZATION	. .	NYS COMPTROLLER'S NUMBER: ORIGINATING AGENCY CODE: <hr/> TYPE OF PROGRAM(S) <hr/> INITIAL CONTRACT PERIOD FROM: TO: FUNDING AMOUNT FOR INITIAL PERIOD: <hr/> MULTI-YEAR TERM (if applicable): FROM: TO:
--	--------	--

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 02/03)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act
		Business Associate Agreement
_____	APPENDIX _____	_____
_____	APPENDIX _____	_____
_____	APPENDIX _____	_____

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR

By: _____

(Print Name)

Title: _____

Date: _____

 . Contract No. _____

. STATE AGENCY

. By: _____

(Print Name)

Title: _____

Date: _____

. State Agency Certification:
 . "In addition to the acceptance of this contract,
 . I also certify that original copies of this
 . signature page will be attached to all other
 . exact copies of this contract."

STATE OF NEW YORK)
) SS: .
 County of _____)

On the ____ day of _____ 20__, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

. STATE COMPTROLLER'S SIGNATURE

Title: _____

. Title: _____

Date: _____

. Date: _____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-1.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A-1

(REV 02/03)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certified that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - υ an institution of higher education,
 - υ a hospital, or
 - υ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher

Education, Hospitals and Other Non-profit Organizations,” and OMB Circular A-122.

- iii. For an Education Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, “Cost Principles for Educational Institutions”.
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, “Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals” and, if not covered for audit purposes by OMB Circular A-133, “Audits of States and Local Governments and Non-profit Organizations”, then subject to program specific audit requirements following Government Auditing Standards for financial audits.
- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in “a” above.
- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
- i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$300,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$300,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
 - a. LOBBYING CERTIFICATION
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501(c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
 - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101 -121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal Funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ⌚ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ⌚ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs whether directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to

children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

- 1) APPENDIX B TO 45 CFR PART 76 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transactions, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph “e” of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - υ Appendix B – Budget line interchanges;
 - υ Appendix C – Section 11, Progress and Final Reports;
 - υ Appendix D – Program Workplan
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

12. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for
 - a. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
 - ⌚ Certificate of Workers' Compensation Insurance, on the Workers' Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the Department of Health, Corning Tower, Room 1315, Albany, 12237-0016), or
 - ⌚ Affidavit Certifying That Compensation Has Been Secured, form SI-12 or form GSI 105.2, or
 - ⌚ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form 105.21, completed for workers' compensation; and
 - b. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
 - ⌚ Certificate of Disability Benefits Insurance, form DB-120.1, or
 - ⌚ Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155, or
 - ⌚ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form 105.21, completed for disability benefits insurance.
13. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX B
BUDGET
(sample format)

Organization Name: _____

Budget Period: Commencing on: _____ Ending on: _____

Personnel Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
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Total Salary _____

Fringe Benefits (specify rate) _____

TOTAL PERSONNEL SERVICE: _____

Other Than Personnel Service Amount

Category

Supplies

Travel

Telephone

Postage

Photocopy

Other Contractual Services (specify)

Equipment (Defray Cost of Defibrillator)

TOTAL OTHER THAN PERSONNEL SERVICE _____

GRAND TOTAL _____

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: (required)

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- υ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- υ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- υ the end of the first monthly/quarterly period of this AGREEMENT; or
- υ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

- C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than ____ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

Organization _____

Name: _____

Report Type:

A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

_____ (Organization Name) _____ will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

_____ (Organization Name) _____ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

APPENDIX D

PROGRAM WORKPLAN (sample format)

A well written, concise workplan is required to ensure that the Department and the contractor are both clear about what the expectations under the contract are. When a contractor is selected through an RFP or receives continuing funding based on an application, the proposal submitted by the contractor may serve as the contract's work plan if the format is designed appropriately. The following are suggested elements of an RFP or application designed to ensure that the minimum necessary information is obtained. Program managers may require additional information if it is deemed necessary.

I. CORPORATE INFORMATION

Include the full corporate or business name of the organization as well as the address, federal employer identification number and the name and telephone number(s) of the person(s) responsible for the plan's development. An indication as to whether the contract is a not-for-profit or governmental organization should also be included. All not-for-profit organizations must include their New York State charity registration number; if the organization is exempt AN EXPLANATION OF THE EXEMPTION MUST BE ATTACHED.

II. SUMMARY STATEMENT

This section should include a narrative summary describing the project which will be funded by the contract. This overview should be concise and to the point. Further details can be included in the section which addresses specific deliverables.

III. PROGRAM GOALS

This section should include a listing, in an abbreviated format (i.e., bullets), of the goals to be accomplished under the contract. Project goals should be as quantifiable as possible, thereby providing a useful measure with which to judge the contractor's performance.

IV. SPECIFIC DELIVERABLES

A listing of specific services or work projects should be included. Deliverables should be broken down into discrete items which will be performed or delivered as a unit (i.e., a report, number of clients served, etc.) Whenever possible a specific date should be associated with each deliverable, thus making each expected completion date clear to both parties.

Language contained in Appendix C of the contract states that the contractor is not eligible for payment "unless proof of performance of required services or accomplishments is provided." The workplan as a whole should be structured around this concept to ensure that the Department does not pay for services that have not been rendered.

APPENDIX X

Agency Code _____

Contract No. _____

Period _____

Funding Amount for Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____, having its principal office at _____ (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number as amended in attached Appendix(ices) _____.

All other provisions of said AGREEMENT shall remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under this signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

. State Agency Certification:

. "In addition to the acceptance of this
 . contract, I also certify that original copies of this
 . signature page will be attached to all other exact
 . copies of this contract."

STATE OF NEW YORK)

) SS:

County of _____)

On the ____ day of _____ 20__, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

ATTACHMENT 11
VENDOR RESPONSIBILITY QUESTIONNAIRE

New York State

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

Vendor Responsibility Questionnaire

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire.**

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

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1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE , if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation		Date of Incorporation	State of Incorporation*
b) <input type="checkbox"/> Sole Proprietor		Date Established	
c) <input type="checkbox"/> General Partnership		Date Established	
d) <input type="checkbox"/> Not-for-Profit Corporation		Date of Incorporation	State of Incorporation* Charities Registration Number
e) <input type="checkbox"/> Limited Liability Company (LLC)		Date Established	
f) <input type="checkbox"/> Limited Liability Partnership		Date Established	
g) <input type="checkbox"/> Other – Specify:		Date Established	Jurisdiction Filed (if applicable)
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

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A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

18.	Is the vendor certified in New York State as a (check please): <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women’s Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)? <i>Please provide a copy of any of the above certifications that apply.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
19.	Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? <i>List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as: a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service.</i> b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? <i>List each individual’s name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</i> c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? <i>List each individual’s name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</i> d) An officer of any political party organization in New York State, whether paid or unpaid? <i>List each individual’s name, business title or consulting capacity and the official political party position held with applicable service dates.</i>	 <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

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21.	<p>Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:</p>	
a)	<p>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <p>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;</p> <p>2. state or federal environmental laws;</p> <p>3. unemployment insurance or workers' compensation coverage or claim requirements;</p> <p>4. Employee Retirement Income Security Act (ERISA);</p> <p>5. federal, state or local human rights laws;</p> <p>6. civil rights laws;</p> <p>7. federal or state security laws;</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

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	<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws;</p> <p>9. state or federal anti-trust laws; or</p> <p>10. charity or consumer laws?</p> <p><i>For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</i></p>	
22.	<p>In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
23.	<p>Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
24.	<p>Is the vendor exempt from income taxes under the Internal Revenue Code?</p> <p><i>Indicate the reason for the exemption and provide a copy of any supporting information.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
25.	<p>During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	
26.	<p>Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing?</p> <p><i>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</i></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

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27.	Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
28.	Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
29.	In the past five (5) years, has the vendor or any affiliates ¹ : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS
VENDOR RESPONSIBILITY QUESTIONNAIRE

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State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- § has not altered the content of the questions in the questionnaire in any manner;
- § has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- § has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- § is knowledgeable about the submitting vendor's business and operations;
- § understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- § is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business	Signature of Owner/Officer_____
Address	Printed Name of Signatory
City, State, Zip	Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date